

**TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Bruce Bernard/797-1240 by Keith Pursell/797-1191

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** District 3

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BID, AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A CONTRACT FOR “UPGRADING THE FILTER SYSTEM AT THE PINE ISLAND AQUATIC CENTER.”

**REPORT IN BRIEF:** A competitive bid was conducted to upgrade the filter system at the Pine Island Aquatic Center. The bid was advertised state-wide in Florida Bid Reporting and nationally in BidNet and also posted on the Town’s web site. The Town received one (1) bid. The recommendation is for Widell, Inc. as the lowest responsive and responsible bidder for the base bid. Upon receipt of an approved resolution, the contractor will be able to obtain the necessary insurance certificate, performance and payment bonds to be included in the contract documents. Five (5) copies of the contract are attached for signature by the appropriate staff.

**PREVIOUS ACTIONS:** none

**CONCURRENCES:** The recommended award has been reviewed by the Public Works/Capital Projects Director and the Bid Specification Committee who concur with the decision to award to Widell, Inc.

**FISCAL IMPACT:**

Has request been budgeted?      yes

If yes, expected cost: \$238,400.00

Account Name:      Capital Improvement Program-Pine Island Aquatics Center

Account Numbers 030-3404-572-6203

Additional Comments: Not applicable

**RECOMMENDATION(S):** Motion to approve the resolution.

**Attachment(s):**

Procurement Authorization

Bid Opening Report

Recommendation memo

Town Attorney Contract Approval Memo

Agreement

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BID, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH WIDELL, INC. FOR UPGRADING THE FILTER SYSTEM AT THE PINE ISLAND AQUATIC CENTER.

WHEREAS, the Town is in need of the Pine Island Aquatic Center Filter System Upgrade; and

WHEREAS, the Town solicited sealed bids for such services; and

WHEREAS, after review, the Town Council wishes to accept the bid, and authorize the Mayor to execute a contact with Widell, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby accepts the bid, and authorizes the Mayor to execute a contract with Widell, Inc. to upgrade of the filter system and the Pine Island Aquatic Center in the amount of \$238,400.00.

SECTION 2. The Town Council hereby authorizes the expenditure from the Capital Improvement Program-Pine Island Aquatic Center Account Number 030-3404-572-6203.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

Attest:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006

BID NAME: 1414292 UPGRADES

TIME: 2:12 PM

BID NUMBER: B-06-02

DATE: 1/10/06

ESTIMATED COST: \$200,000

NO.	CONTRACTOR'S NAME	BID AMOUNT	COMMERCIAL RANKING
1.	WIDELL, Inc.	\$238,400	1
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

REMARKS

NOTE: THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED, AND BID TOTALS ARE SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED.

THIS IS ONLY A FINANCIAL RANKING OF ALL THE BIDS RECEIVED. THE USING DEPARTMENT IS RESPONSIBLE FOR REVIEWING THE BIDS FOR COMPLIANCE WITH ALL THE BID SPECIFICATIONS PRIOR TO SUBMITTAL OF LETTER OF RECOMMENDATION.

PURCHASING OFFICIAL: [Signature]

DATE: 1/10/06

WITNESS: [Signature]

DATE: 1/10/06

**MEMORANDUM**

**DATE:** February 3, 2006

**TO:** Herb Hyman  
Procurement Manager

**THROUGH:** Bruce Bernard  
Director of Public Works / Capital Projects *BBD*

**FROM:** Kelth Pursell  
Project Manager, Capital Projects

**RE:** "Pine Island Aquatic Center Filter Upgrade"  
Bid No. B-06-02

Upon examining the bid received on Tuesday, January, 10 2005 at 2:00 p.m., it is our recommendation to award this contract to the low bidder, Widell, Inc. with a base bid of \$238,400.00.

# TOWN OF DAVIE PROCUREMENT AUTHORIZATION

ACCOUNT NUMBER.	BUDGET ITEM & DESCRIPTION	APPROXIMATE COST
030-3404-572-6203 <i>REPAIRS - FINISH CRZ.</i>	Pine Island Aquatic Center Filter Upgrades	\$200,000

**METHOD OF PROCUREMENT (check the one that applies)**

- ☒ Open Competitive Bidding  
☐ Piggyback on Contract Number \_\_\_\_\_  
☐ Sole Source  
☐ Request For Proposals

**SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED**

Signed \_\_\_\_\_

Department Head

Have Funds been Reserved RR, 33710

Date 10/2/05 Signed [Signature]

Signed \_\_\_\_\_

Town Administrator

**BIDS SUBMITTED**

VENDOR	COST
<u>WIDEN, Inc.</u>	<u>\$238,400.00</u>

Signed \_\_\_\_\_

Procurement Manager

**BID SPECIFICATION COMMITTEE'S RECOMMENDATION**

Vendor	Cost
<u>WIDEN, Inc.</u>	<u>\$238,400.00</u>


MONROE D. KIAR  
TOWN ATTORNEY  
6191 SW 45<sup>th</sup> Street, Suite 1  
Davie, Florida 33314  
(954) 584-9770

MEMORANDUM

DATE: February 7, 2006

TO: Keith Pursell, Project Manager

CC: Mayor and Councilmembers  
Ken Cohen, Acting Town Administrator  
Dennis Andresky, Director of Parks and

FROM: Monroe D. Kiar, Town Attorney 

RE: Pine Island Aquatic Center Filter Upgrade  
Control Number: 051205

Pursuant to your request, this office has reviewed documents implemented by your office in response to the memorandum of January 30, 2006. Upon review of the that the amendments address the suggestions made by the however, that although the contract documents require the bond in order to secure any potential liens, this office requires subcontractors and materialmen providing work on this affidavits indicating that they have been compensated for such payment.

### AGREEMENT

THIS AGREEMENT, made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2005, by and between the Town of Davie, Florida, hereinafter called the Owner, and \_\_\_\_\_, hereinafter called the Contractor.

#### WITNESSETH:

1. That the Contractor, for the consideration hereafter fully set out, hereby agree with the Owner as follows:

That the Contractor shall furnish all the materials, equipment and labor to perform all the work necessary to complete the Pine Island Aquatic Center Filter Upgrades for the Town of Davie, Florida, all in full and complete accordance with the following Specifications and Contract Documents, which are attached hereto and made a part thereof, as if fully contained herein;

Advertisement for Bids; Instructions to Bidders; General Conditions, Supplementary Conditions, Addenda, Construction Drawings and Specifications; the Proposal and acceptance thereof.

2. That the Contractor shall commence the work performed under this Agreement on the date specified in the Notice to Proceed order from the Owner and shall fully complete all work within 120 days calendar days from said date.
3. That the Owner hereby agrees to pay the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, the amount of Two Hundred Thirty-Eight Thousand Four Hundred Dollars (\$ 238,400.00 ) based on the estimate quantities and unit or lump sum prices contained herein.
4. That the Owner, within thirty (30) days from the day an Engineer's approved Application for Payment is presented to he/she, pay the Contractor the amount approved by the Engineer.
5. Partial payment shall be made on the basis of work performed during the preceding calendar month, less ten percent (10%) of the amount of such estimate, which is to be retained by the Owner until all work within a particular part has performed strictly within accordance with this Agreement and until such work has been accepted by the Owner.



6. That upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within thirty (30) days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.
7. It is mutually agreed between the parties hereto that time is of the essence of this Contract, and in the event the construction of the work is not completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of one hundred dollars (\$100.00) per calendar day for each day thereafter, Sundays and Holidays included, that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by the failure of the Contractor to complete the work within the time stipulated, and this sum is not a penalty, being the liquidated damages the Owner will have sustained in the event of such default by the Contractor.
8. It is further mutually agreed between the parties hereto that if, at any time after the execution of the Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Owner shall deem the Surety or Sureties upon such Bond to be unsatisfactory or if, for any reason, such Bond ceases to be adequate to cover the performance of the work, the Contractor shall replace the Surety at its expense, within five (5) days after the receipt of notice from such form and amount and with such Surety or Sureties as shall be satisfactory from the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the Owner.
9. No additional work or extras shall be performed unless the same shall be duly authorized by appropriate action of the Owner in writing.
10. That in the event either party brings suit for enforcement of disagreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law. The Contractor shall guarantee the complete project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by the Owner or the Engineer. The venue for any legal action shall be in Broward County, Florida.



11. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens, from faulty work appearing within twelve (12) months after final payment, or from requirements of all specifications. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.
12. The Contractor may requisition payments for work completed during the project at monthly intervals. The Contractor's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with such supporting evidence as may be required by the Engineer. Each requisition shall be submitted in quintuplet (5) to the Engineer for approval. Ten percent (10%) of all monies earned by the Contractor shall be retained by the Owner until the project is totally completed as specified and accepted.
13. That in the event either party brings suit for enforcement of disagreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law. The venue shall be only within the Courts of the 17<sup>th</sup> Judicial Circuit in and for Broward County, Florida. The Contractor shall guarantee the complete project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by the Owner or the Engineer.
14. The Contractor shall perform all work required by the Contract Documents for the Pine Island Aquatic Center Filter Upgrades, **Bid No. B-06-02**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above, in quintuplet (5) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original Contract.

\_\_\_\_\_  
CONTRACTOR

WITNESS:

\_\_\_\_\_  
BY

\_\_\_\_\_

\_\_\_\_\_  
TITLE

DATE: \_\_\_\_\_

OWNER

Town of Davie, Florida  
Municipal Corporation

ATTEST:

\_\_\_\_\_  
RUSSELL MUNIZ  
Town Clerk

\_\_\_\_\_  
TOM TRUEX  
Mayor

(Seal)

\_\_\_\_\_  
KEN COHEN  
Acting Town Administrator

APPROVED AS TO FORM AND  
CORRECTNESS:

DATE: \_\_\_\_\_

\_\_\_\_\_  
MONROE D. KIAR  
Town Attorney  
Town of Davie

Council Approved: \_\_\_\_\_

Date

Contract Amount: \$ 238,400.00

END OF DOCUMENT